

## AGENCY AGREEMENT

for access to

### THE MISSOURI STATE HIGHWAY PATROL

### CRIMINAL JUSTICE INFORMATION SYSTEMS NETWORK

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Missouri State Highway Patrol (hereinafter referred to as MSHP), administrator of the Missouri Statewide Criminal Justice Information Systems Network (hereinafter referred to as CJIS), and \_\_\_\_\_ (hereinafter referred to as User Agency).

The MSHP serves as the central control agency for computer interfaces (connections) to numerous networks and systems including the Automated Fingerprint Identification System (AFIS), Criminal History Reporting System (CHRS), Missouri Sex Offender Registry and the FBI's Integrated Automated Fingerprint Identification System (IAFIS). As set forth by the Missouri Legislature, in State Statute RSMO section 43.503 subsection 1 through 4 of the Revised Statutes of Missouri, the MSHP must approve any and all devices used to electronically transmit fingerprint and related information. These networks and systems are all interfaced through the MSHP Computer Center facilities located in Jefferson City, Missouri, and may be available to the User Agency depending on access rights.

1. **Purpose of Agreement:** This agreement provides for the MSHP, a division of the Missouri Department of Public Safety, to serve as the state agency responsible for the management and operation of the statewide CJIS network and all other systems interfaced with or available on the MSHP computers. This agreement governs the hardware, software and operation of the devices used to automate the exchange sex offender registry related information (hereinafter collectively referred to as SORNA Kiosks) between the User agency and the MSHP Computer Center.

2. **Duties of the MSHP:** The MSHP agrees to allow the User Agency to electronically submit sexual offender registry information to the MSHP. The MSHP further agrees to incorporate the standards, specifications and operating procedures of the State of Missouri and the FBI, to provide the User Agency with the information required and specialized training to electronically exchange sexual offender data.

3. **Duties of the User Agency:** The User Agency will collect, transmit, use and disseminate all information covered by the terms of this agreement in strict compliance with all present and future federal and state laws and regulations and will adhere to all rules, policies, and procedures issued by the MSHP.

The User Agency further agrees to submit to audits of its operations governed by this agreement conducted by staff from MSHP.

The User Agency Head shall designate a staff member with supervisory responsibilities (hereinafter referred to as the Kiosk Administrator) to accept responsibility for the sexual offender information collected and

transmitted to the MSHP. This individual will act as a liaison for the User Agency to the MSHP in all matters relative to the operation of the SORNA Kiosk connected to the MSHP.

4. **Network Management:** The MSHP will be responsible for providing network management coordination and network support from the MSHP Computer Center to the router at the User Agency. The User Agency will be responsible for the acquisition, installation costs, and management of their network past the router. The MSHP will furnish the User Agency with information relating to changes in the MSHP managed network. Any impact this could have on the User Agency network will be the responsibility of the User Agency. The recommended minimum network connection is a 256K circuit.

5. **Network Equipment:** State owned network equipment is installed at User Agency sites to provide the network connectivity and network management from the agency site to the MSHP Computer Center. The User Agency site where state owned equipment is installed agrees to provide the MSHP technical staff, or technical workers contracted by the MSHP, access to the equipment. The User Agency also agrees to refrain from interfering with the state owned equipment. If a situation occurs that the User Agency deems it is necessary to interact with the state owned equipment, the User Agency will notify the MSHP Help Desk of the situation and then proceed only with approval from the MSHP Help Desk.

6. **Financial Obligations:** The User Agency will be responsible for the payment of fees associated with the connectivity to the MSHP CJIS Network. Failure to pay fees will result in the disconnection of access to the network, and any state owned network communication equipment would be removed from the agency. As indicated in the conditions for "Cancellation", 30-days notice is required. The User Agency will be responsible for the payment of fees for 30-days from the date of notification of cancellation.

7. **Training of Personnel:** User Agency personnel operating the SORNA Kiosk are expected to satisfactorily complete the required training as provided by or approved by the MSHP prior to transmitting sexual offender data.

8. **Equipment:** Procurement of and all changes to SORNA Kiosk equipment, software and circuits between and connecting the SORNA Kiosk and the MSHP CJIS Network shall be coordinated with the appropriate MSHP office. The type and kind of SORNA Kiosk equipment used shall meet with the approval of the MSHP.

The User Agency will be responsible for maintaining the SORNA Kiosk's hardware and software and any associated peripheral devices; (i.e., printers, etc.) or contracting hardware and software maintenance for the SORNA Kiosk equipment. The User Agency will be responsible for any fees associated with maintaining or contracting maintenance for the SORNA Kiosk equipment to ensure compliance with the electronic submission of sexual offender information as identified in 589.407 RSMO. MSHP will not be responsible for SORNA Kiosk hardware or software maintenance, software changes, hardware or software upgrades, repair or replacement. Failure to ensure SORNA Kiosk hardware and software meets the electronic reporting specifications could result in the inability to submit sexual offender data and associated criminal information to the MSHP.

9. **Security:** The User Agency agrees to limit the SORNA Kiosk Administrative Workstation operational access to its own employees who have either been properly trained or have applied for training. The User Agency Kiosk Administrator shall directly request the CJIS Site Administrator, on the appropriate forms, access privileges for the individuals employed by the User Agency who, after a proper background check by the User Agency, shall have authority to access the SORNA Kiosk Administrative Workstation and the CJIS network. Each individual will be catalogued in the MSHP Security System and will be required to access the SORNA Kiosk Administrative Workstation with a special password at the start of each terminal session and to sign off at the end of each terminal session or when leaving the terminal unattended.

The User Agency Site Administrator shall be responsible for site security at the physical location of the SORNA Kiosk Administrative Workstation.

10. **Suspension of Service:** The MSHP reserves the right to immediately suspend furnishing network access covered by the terms of this agreement to the User Agency when any terms of this agreement or documents incorporated herein are violated or reasonably appear to be violated. The MSHP shall resume furnishing such access and information upon receipt of satisfactory proof that such violations did not occur or that such violations have been fully corrected or eliminated.

11. **Cancellation:** Either the MSHP or the User Agency may cancel this agreement upon 30-days notice to the other party.

12. **Executory Clause:** It is understood by and between the parties hereto that the MSHP is obligated to provide services described in Section Two (2) above to the User Agency only to the extent that public funds are made available to the MSHP for that purpose. The MSHP shall incur no liability on account thereof beyond the funds made available for such purpose.

13. **Liability for Dissemination:** The User Agency must assure that Criminal History Record Information (CHRI) received from the CJIS network will only be used for those purposes for which it was provided. Any CHRI information released or disseminated to any agency or person other than those identified as part of the CHRI inquiry must be noted in a dissemination log maintained by the User Agency for a period of at least thirteen (13) months from the date of release. The User Agency must be fully cognizant of the special laws which apply to the use and dissemination of CHRI information.

14. **Indemnification:** The User Agency agrees to indemnify and save harmless the MSHP, Department of Public Safety, and their officials and employees from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability to others, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment, or any loss, cost, expense, and damages, resulting from unauthorized use, or out of, or involving any negligence on the part of the User Agency in the exercise or use of this agreement.

15. **Effective Date:** This agreement will become effective on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

In WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

**MISSOURI STATE HIGHWAY PATROL**

BY: \_\_\_\_\_

TITLE: Superintendent

DATE: \_\_\_\_\_

**USER AGENCY:**

BY: MICHAEL D. SANDERS  
JACKSON COUNTY EXECUTIVE

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
W. Stephen Nixon, County Counselor

ATTEST:

By: \_\_\_\_\_  
Mary Jo Spino, Clerk County Legislature